

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
REGIONAL TRANSIT AUTHORITY**

This Agreement is made and entered into as of the date of full execution by the parties, as evidenced by the electronic signatures, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as “PARISH”) represented herein by Scott A. Walker, Council Chairperson of the Jefferson Parish Council, the Parish’s governing authority, duly authorized to act pursuant to Resolution No. _____ adopted on the _____ day of _____, 20____, and Regional Transit Authority (hereinafter called “RTA”) represented by Lona E. Hankins, its Chief Executive Officer. PARISH and RTA may be referred to herein as “PARTY,” individually, and “PARTIES,” collectively.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, PARISH is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into Cooperative Endeavor agreements; and

WHEREAS, as indicated by LSA-R.S. 48:1651 *et al.*, RTA statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into Cooperative Endeavor agreements; and

WHEREAS, PARISH and RTA are authorized to enter into this Cooperative Endeavor Agreement pursuant to La. R.S. 33:1324 which permits any parish, municipality or political subdivision of the state, or any combination thereof, to make agreements between or among themselves for purposes of mass transportation; and

WHEREAS, both the PARISH and RTA have Mobility Impaired Transportation Systems (“MITS”), which provide transportation for persons with disabilities who are unable to use fixed route transit services; and,

WHEREAS, there are currently “transfer points” between both PARTIES, wherein a MITS rider would have to transfer from one agency’s MITS vehicle to another in order to go to and from Orleans and Jefferson Parish; and,

WHEREAS, this transfer between PARTIES requires the MITS passenger to pay two fares for a single trip; and;

WHEREAS, The Regional Planning Commission (RPC) commissioned a study to improve the operations of LIFT and MITS. The Texas A&M Transportation Institute issued a report on 2/15/2023 which can be found at <https://www.norpc.org/wp-content/uploads/2023/03/Final-Report-Volume-I-LIFT-021523.pdf>; and

WHEREAS, the report recommends that the Paratransit rider call the system based on residency location and arrange for the entire round trip with that agency; and

WHEREAS, to eliminate this “double-fare ride” between Orleans and Jefferson Parish, the PARTIES agree to remove the “transfer points” and instead complete the full route; and;

WHEREAS, the PARISH will now provide MITS services into Orleans Parish from Jefferson Parish and RTA will now provide MITS services into Jefferson Parish from Orleans Parish; and;

WHEREAS, the end point service areas for MITS rides of RTA will include all of Jefferson Parish and the end point service areas for MITS rides of the PARISH will include all of Orleans Parish; and,

WHEREAS, PARISH is authorized by Section 1.07 of the Jefferson Parish Charter to enter into this Agreement to operate public transportation systems; and

WHEREAS, the public purpose of the Project is described as the mutual cooperation and coordination among regional transportation agencies and projects will provide Parish residents who are MITS riders more seamless and quicker trips and will eliminate the current “double-fare ride” between Parishes; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together in that the elimination of multiple calls/reservations and transfer points at Parish lines to coordinate trips and all riders’ benefits will include a reduction in cost per trip and a reduction in wait times; and

WHEREAS, PARISH desires to cooperate with RTA in the implementation of the project as hereinafter provided.

NOW, THEREFORE, PARISH and RTA hereby agree as follows:

1.0 Services/ Deliverables

1.1 PARISH will provide Mobility Impaired Transportation Systems “MITS” services into Orleans Parish from Jefferson Parish.

1.2 RTA will provide MITS services into Jefferson Parish from Orleans Parish.

1.3 PARTIES will forego the “transfer points” and instead complete the full route.

2.0 Payment. There are no direct costs associated with this agreement. Use this language when PARISH is providing use of property or equipment and no funding is provided.

3.0 Term of Agreement. Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and end on midnight of the date immediately preceding the fifth anniversary. By mutual agreement of the PARTIES and written consent of the Jefferson Parish Council, this agreement may be renewed for an additional five (5) year term.

4.0 Termination. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by PARISH, but this Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the PARTIES hereto.
- b. By PARISH as a consequence of the failure of RTA to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of RTA, provided PARISH will give RTA written notice of any such failure and ten (10) days to cure any such failure.
- c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
- d. By PARISH for cause by issuing RTA thirty (30) days written notice.
- e. By PARISH for convenience by issuing RTA thirty (30) days written notice.

5.0 Force Majeure. Neither PARTY to this Agreement shall be responsible to the other PARTY hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

6.0 Indemnification. RTA shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property, in connection with the services required to be performed by RTA under this Agreement.

Further, RTA hereby agrees to indemnify PARISH for all reasonable expenses and attorney’s fees incurred by or imposed upon PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. RTA further agrees to pay all reasonable expenses and attorney’s fees incurred by PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

Parish shall indemnify and hold harmless RTA against any and all claims, demands, suits, cost, liabilities or judgements for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property, in connection with the services required to be performed by PARISH under this agreement.

Further, PARISH hereby agrees to indemnify RTA for all reasonable expenses and attorney’s fees incurred by or imposed upon RTA in connection therewith any loss, damage, injury, or other casualty pursuant to this section. RTA further agrees to pay all reasonable expenses and attorney’s fees incurred by RTA in establishing the right to indemnity pursuant to the provisions of this Section.

7.0 Notice. All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Scott A. Walker
COUNCIL CHAIRPERSON
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

RTA: Lona E. Hankins
CHIEF EXECUTIVE OFFICER
2817 Canal Street
New Orleans, Louisiana 70119

8.0 Assignment. This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. This Agreement shall not be assigned or subcontracted in whole or in part by RTA as to the services to be performed hereunder without the written consent of PARISH.

9.0 Employment of Parish Personnel. RTA certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of PARISH.

10.0 Jurisdiction. This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. RTA hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

11.0 Severability. If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

12.0 Inspector General. It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

13.0 Entire Agreement. This Agreement constitutes the entire Agreement between PARISH and RTA, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman, and RTA by its authorized representative.

This Agreement is fully executed on the latest date indicated below.

DATE: **PARISH OF JEFFERSON**

BY: _____

Scott A. Walker, Council Chairperson
Jefferson Parish Council

DATE:

REGIONAL TRANSIT AUTHORITY

BY: _____
Lona E. Hankins
Chief Executive Officer